

RUPA VICKERS RUSSE, )  
Plaintiff )  
vs. )  
CINDIE HARMAN, )  
Defendant )

CINDIE HARMAN,  
Defendant

In the alternative, however, Defendant moves this Court to set aside any entry of default that may be entered by the clerk on or after Monday, February 28, 2022, as Defendant has now clearly evinced an intent to defend this lawsuit and filed this Answer and Defenses. Plaintiff cannot have suffered any prejudice to the granting of this requested relief as, obviously, no such entry of default has yet been entered, and defaults are disfavored in law.

**III. Rule 17(a)(3) Failure to Join Real Party in Interest.**

Plaintiff has sued Defendant in her individual capacity. Her Complaint, however, acknowledges Defendant's website, [www.savemadisoncounty.org](http://www.savemadisoncounty.org), was the vehicle by which these allegedly defaming statements were published. This website is the property of Save Madison County, NC, L.L.C. which has not been made a party to this lawsuit.

**ANSWER**

1. Denied.
2. Denied.
3. Admitted.
4. Denied.
5. Denied.
6. Paragraph 6 does not require an answer of Defendant; however, out of an abundance of caution, the same is denied.
7. Paragraph 7 does not require an answer of Defendant; however, out of an abundance of caution, the same is denied.
8. Denied.
9. Denied.
10. Denied as written. The website in question is the property of Save Madison County, NC, L.L.C.
11. Denied.
12. Denied.
13. Denied.
14. Denied.
15. Denied.
16. Denied.

17. Denied.
18. Denied.
19. Admitted.
20. Denied.
21. Denied.
22. Denied.
23. Denied.
24. Denied.
25. Denied.
26. Denied.
27. Denied.
28. Denied.
29. Denied.
30. Paragraph 30 does not require an answer of Defendant; however, out of an abundance of caution, the same is denied.
31. Denied.
32. Denied.
33. Denied.
34. Denied.
35. Denied.
36. Paragraph 36 does not require an answer of Defendant; however, out of an abundance of caution, the same is denied.
37. Denied.
38. Denied.
39. Denied.
40. Denied.
41. Denied.
42. Denied.
43. Denied.
44. Paragraph 44 does not require an answer of Defendant; however, out of an abundance of caution, the same is denied.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Paragraph 50 does not require an answer of Defendant; however, out of an abundance of caution, the same is denied.

51. Denied.

52. Denied.

53. Denied.

54. Denied.

55. Denied.

56. Unnumbered paragraph, beginning "WHEREFORE," is denied.

Having now answered Plaintiff's Complaint Defendant moves this Court to dismiss Plaintiff's Complaint.

RESPECTFULLY SUBMITTED this, the 26<sup>th</sup> day of February 2022.

BY: CINDIE HARMAN, Defendant

BY: THE LAW OFFICE OF RICH CASSADY

BY: s/Rich Cassady, Esquire  
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Attorney for Defendant  
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### **CERTIFICATE OF SERVICE**

I certify that on February 26, 2022, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such to the following: Brooke Scott, Esquire, at [bnsconfig1011@gmail.com](mailto:bnsconfig1011@gmail.com)